

Appl. No. : 10/763,977
Filed : January 23, 2004

REMARKS

The specification has been amended to correct informalities of typographical errors throughout. No new matter is added by the amendments to the specification.

Claims 1-8 have been amended to correct minor errors. The amendments to the claims are for clarification only and do not in any way change the scope of the claims. As such, no new matter has been added by these claim amendments.

New Claims 9-18 are added. Claim 9 is supported by the specification, for example, at page 15, lines 3-12, and by the claims as originally filed. Claims 10 and 11 are supported by the specification, for example, at page 4-12. Claims 12 and 13 are supported by the specification, for example, at page 12, lines 13-16. Claims 14 and 15 are supported by the specification, for example, at page 12, lines 20-24. Claims 16 and 17 are supported by the specification, for example, at page 13, lines 11-13. Claim 18 is supported by the specification, for example, at page 13, lines 18-24. No new matter is added by these new claims.

Claims 1-18 are presented for examination. Applicants respond below to the specific rejections raised by the PTO in the Office Action mailed September 21, 2005.

Objection to the Specification

The Office Action objects to informalities in the specification. The specification is amended herein to address such informalities.

Rejection of Claims 1-8 under 35 U.S.C. §112, Second Paragraph

Claims 1-8 are rejected under 35 U.S.C. §112, second paragraph as being indefinite. The Office Action points to particular locations in Claims 1 and 3-8 which are allegedly indefinite.

Applicants have amended Claims 3 and 5-8 in accordance with the specific recommendations of the Office Action in correcting language informalities. Applicants have amended the portions of Claims 1 and 4 identified in the Office Action in order to more clearly recite the claimed subject matter. The amendments to the claims do not modify the scope of the claims, and, therefore, do not add new matter.

In view of the amendments to Claims 1 and 3-8, Applicants respectfully request removal of this ground for rejection of the claims.

Rejection of Claims 1-8 under 35 U.S.C. §102(e)

Claims 1-8 are rejected under 35 U.S.C. §102(e) as being anticipated by Imono *et al.*, U.S. Pat. No. 6,899,949. The Office Action indicates that the cited reference discloses all elements of the claims. Claims 1 and 4 are independent, and Applicant respectfully traverse this rejection.

The Examiner asserts: “the reference ... particularly Co 5, lines 37-52 .. teaches the three copolymer monomers utilized in the claim 1 treated layer structure.”

However, the three copolymer monomers in claim 1 or 4 are: (a) an alkyl (meth)acrylate having an alkyl group with carbon numbers of 8 to 20; (b) (meth)acrylonitrile; and (c) a monomer having functional groups copolymerizable with the component (a) and the component (b), wherein the components (a), (b), and (c) are copolymerization components. In contrast, the release agent of Imono can be formed of “polymers having release property, for example, copolymers (acrylic based polymers) of ... alkyl acrylate and/or alkyl methacrylate having long chain alkyl groups, and polar group monomers, such as acrylic acid, methacrylic acid, and acrylonitrile” (Imono at column 5, lines 40-45) In the above, “alkyl acrylate and/or alkyl methacrylate having long chain alkyl groups” can corresponds to the component (a), “methacrylic acid” can correspond to the component (c), and “acrylonitrile” can correspond to the component (b). This may be the basis for the Examiner to assert that Imono teaches “the three monomers”.

However, Imono does not disclose the copolymer of the specific combination of (a), (b), and (c). Imono’s statement “polar group monomers, such as acrylic acid, methacrylic acid, and acrylonitrile” is not sufficient to anticipate claims 1 and 4. Further, Imono discloses acrylonitrile but does not specifically disclose (meth)acrylonitrile. Thus, Imono does not show the identical copolymer in as complete detail as is contained in the claim (“The identical invention must be shown in as complete detail as is contained in the ... claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed.Cir. 1989), MPEP § 2131).

Further, in claims 1 and 4, the specific copolymer is further cross-linked by a cross-linking agent. Imono does not disclose the structure where copolymers are cross-linked each other.

The Examiner asserts “Example 1, wherein the ethylcellulose is also believed to furnish a hydroxyl functional group to the crosslinked copolymer used to form the treated layer.” However,

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in Example 1 of Imono, ethylcellulose cannot reasonably be considered to be a cross-linking agent because unlike polyisocyanate compounds, polyamine compounds, melamine resins, urea resins, or epoxy resins (page 12, lines 13-16 of the present specification), ethylcellulose does not have multiple functional groups which cross-link the copolymers. Although the Examiner asserts "the ethylcellulose is also believed to furnish a hydroxyl functional group to the crosslinked copolymer," that is not sufficient to interpret ethylcellulose as a cross-linking agent.

Additionally, Applicants have found that the cross-linked structure of polymer (A) demonstrates properties superior to the properties of the polymer of Imono. Applicants demonstrated the properties of the cross-linked structure of copolymer (A) in the Examples. In Example 1, Applicants prepared a copolymer (A), and in Comparative Example 2 Applicants prepared a copolymer of octadecyl methacrylate and acrylonitrile without using a cross-linking agent. The copolymer of Comparative Example 2 is similar to the copolymer formed in Example 1 of Imono. Table 1 of Applicants' specification demonstrates that relative to Comparative Example 2, the cross-linked copolymer (A) demonstrates superior stamping properties and solvent resistance. Accordingly, Applicants have demonstrated that cross-linked copolymer (A) as recited in the claims, by virtue of being formed with a cross-linking agent, demonstrates superior desirable properties relative to the polymers disclosed by Imono.

In view of the foregoing, Imono could not anticipate claims 1 and 4. At least for this reason, Imono also could not anticipate the remaining dependent claims. Applicant respectfully requests withdrawal of this rejection.

New Claims

Claims 9-18 have been added. Claims 12-18 depend from claim 1, and at least for this reason, these claims could not be anticipated by Imono. Claim 9 is independent and has recitations similar to but narrower than those recited in Claim 1. Claims 9-11 also could not be anticipated by Imono.

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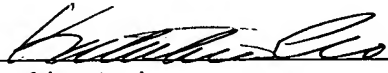
CONCLUSION

In view of the above, Applicants respectfully maintain that claims are patentable and request that they be passed to issue. Applicants invite the Examiner to call the undersigned if any remaining issues may be resolved by telephone. Please note that Imono could not render the present claims obvious under 35 U.S.C. § 103(c) as the undersigned states that the subject matter of Imono and the claimed invention were, at the time the claimed invention was made, subject to an obligation of assignment to the same person.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

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